

ANNEX A – SCOPE OF SERVICES OF THE CONSULTANT (ARCHITECT)

1 GENERALLY

1.1 The Consultant shall further to the services specified below do and perform all acts, and things which are usually done and performed by Architects according to the practice of their profession in relation to the services and matters provided in this Agreement, including the giving of advice upon any instances which the Employer may from time to time require in preparing the Project and in carrying out the services relating thereto.

1.2 All personnel assisting the Consultant in performing the Consultant's duties shall be approved by the Employer. Upon commencement of the Services, the Consultant shall submit an organisation chart, together with the qualifications of each person assisting the Consultant, to the Employer for written approval. Any subsequent change in the organisation chart shall be subject to the Employer's written approval.

1.3 Without prejudice to the generality of the above paragraph, the Consultant shall provide the Services and carry out the duties set out below:

Stage I (as described in Paragraph 2 herein)

a) Investigation, Preliminary design and estimates

Stage II (as described in Paragraph 3 herein)

a) Detailed design

b) Preparation of tender documents

c) Evaluation of tenders

Stage III (as described in Paragraph 4 herein)

a) Supervision and contract administration of the Works

In the event of termination of the Contract for the Contractor's default or otherwise, the Consultant shall facilitate the continued execution of the Works and the Project, including the provision (including re-provision), at no additional cost, of Services in relation to any tender for a replacement Contractor for the Contract. For the avoidance of doubt, the Consultant shall continue to provide the Services and carry out the abovementioned duties until the Project and its related works are completed.

1.4 The Consultant shall assist in the preparation of such documents for the purpose of inviting tenders for services of Accredited Checker (as required under the Building Control Act 1989) and services of Registered Inspectors (as required under the Fire Safety Act 1993), where relevant under the Consultant's professional discipline. The fees of the Accredited Checker and Registered Inspectors shall be borne by the Employer.

2 STAGE I - SCOPE OF SERVICES (Investigation, Preliminary design and estimates)

2.1 Prepare necessary drawings, specifications and BIM models for calling of quotations/tenders for survey and site investigation works. In this Annex A, "BIM model"

means a set of digital representations of the physical buildings/structures to be constructed, created using a Building Information Modelling (“BIM”) authoring software.

- 2.2 Obtain all existing services drawings directly from the Employer or relevant authorities and be responsible for any site investigation to determine the layout of existing services.
- 2.3 Prepare the preliminary designs and co-ordinate the preliminary estimates for the Project (including all such drawings, BIM models and reports as are necessary) for the approval of the Employer. The preliminary designs and estimates shall conform to the Employer’s Requirements which shall be provided by the Employer.
- 2.4 Prepare the proposed sketch/scheme designs to appropriate scales, and outline specifications.
- 2.5 In consultation with the other consultants appointed in connection with the Project, prepare the preliminary project programme, cost plan and cash-flow projection.
- 2.6 Make such changes or modifications to the proposals, as may be necessary, arising from consultations the Consultant may have with the Employer and the other consultants appointed in connection with the Project.
- 2.7 Make necessary consultations with the Urban Redevelopment Authority (“URA”) and other relevant statutory authorities for planning parameters and other technical requirements imposed by URA and other statutory authorities.
- 2.8 Make presentations to the Employer on the Consultant’s proposed design. It is envisaged that at least two presentations would be required.
- 2.9 Submit 3 sets of drawings and documents or a BIM model file for obtaining the formal written approval of the Employer.
- 2.10 The Consultant may engage, at the Consultant’s own expense, such other consultants whom the Consultant considers necessary to assist in preparing the preliminary design.

3 STAGE II - SCOPE OF SERVICES

3.1 Detailed Design

- (1) Carry out, after acceptance of the preliminary design, the detailed design in connection with the Project.
- (2) Give due consideration to existing services in the design. Existing services shall be reflected clearly on the tender drawings. The existing services shall be clearly differentiated to indicate their status.
- (3) Advise the Employer on the need for any ancillary amenities, equipment, facilities and services for the Project.

- (4) Gather detailed requirements from existing users or prospective users of completed building to prepare detailed room schedules for their approval. The schedules shall also incorporate the requirements of other consultants' services.
- (5) Prepare and submit, at no additional cost, all necessary prints of drawings, BIM Models, forms and required documents to the URA, the Building and Construction Authority ("BCA"), the Singapore Civil Defence Force, the Ministry of Sustainability and the Environment and other relevant authorities for approval and amend the same if so required by the relevant authorities in order to obtain all necessary approvals.
- (6) Make any necessary alterations to the specification and/or drawings if so requested by the Employer.
- (7) In consultation with the other relevant consultants, co-ordinate with the Accredited Checker to facilitate the timely submission of design to the BCA.

3.2 Preparation of Tender Documents

- (1) Prepare such working drawings and specifications as would be necessary for the purpose of inviting tenders. The working drawings and specifications shall be sufficiently detailed to show the purpose of the Works to enable tenderers to tender for and construct the Works with very minimal changes required during the construction stage. The working drawings and specifications shall comply with all regulations and requirements of the relevant authorities as well as the Employer's tendering procedures. Unless otherwise specified, the contract form to be used for the Works shall be the prevailing Public Sector Standard Conditions of Contract ("PSSCOC") issued by the BCA.
- (2) Attend to the tenderers' queries regarding information contained in the tender documents and issuing corrigendum to the tenderers if so required by the Employer. Tenderers' queries and the Consultant's replies shall be recorded and sent to the Employer.
- (3) The Consultant shall prepare, supply and deliver tender documents in the number of complete sets required by the Employer for the purpose of inviting construction tenders. The Consultant shall be reimbursed for lithography charges at such rate to be agreed in writing between the Employer and the Consultant or, where the Employer and the Consultant are unable to agree, at fair market rates. No further charges shall be payable.
- (4) The Consultant shall provide the Employer, at no additional cost, 3 sets of tender documents and drawings for information and documentation.
- (5) The Consultant shall ensure that the tender process shall be in accordance with the Employer's procedures.

3.3 Evaluation of Tenders

- (1) Render skilled and confidential advice to the Employer in the evaluation of the tenders received. The Consultant shall analyse and compare the tenders received with the approved estimates and current prices in the market and advise the Employer as to the most suitable tender for acceptance. The Employer may consider the advice of the Consultant and award the tender as it deems fit or reject all tenders received and instruct the Consultant to make further amendments to the drawings etc. and invite fresh tenders accordingly.
- (2) Prepare and furnish, at no additional cost, three (3) sets of all necessary contract documents relating to tender acceptance. The Consultant shall, at the Consultant's own expense, prepare additional contract documents for the administration of the contract.
- (3) The Consultant shall ensure that the evaluation process shall be in accordance with the Employer's procedures.

4 STAGE III – SCOPE OF SERVICES (Supervision and Contract Administration of the Works)

- 4.1 Supervise the execution of the Works and ensure that the Works are carried out by the Contractor in accordance with the specifications / Bills of Quantities, drawings and all other contract documents and shall exercise all necessary supervision to ensure that the Employer's interests are protected. In connection herewith, the Consultant shall engage the required number of full-time site supervisors to carry out the supervision of the execution of the Works during the period of the Contract, including any extension of time. They shall be directly responsible to the Consultant.
- 4.2 Arrange and supervise acceptance tests on the site as may be necessary, including such inspection and testing during the manufacture of such materials and plant as are usual in the Singapore context. To approve samples submitted by the Contractor.
- 4.3 All plans and shop drawings shall be vetted and endorsed by the Consultant, who shall take into consideration proper co-ordination, design and others.
- 4.4 Monitor the Contractor's progress and performance and maintain site records of the Works which should include all circumstances and events occurring during the construction stage. The Consultant is also required to prepare cash-flow projections, monthly work progress reports, quarterly performance reports and other reports or information relevant to the Works as may be required by the Employer.
- 4.5 Issue all certificates of payment to the Employer for endorsement and payment to the Contractor.
- 4.6 The Consultant shall not make any deviation, alteration, additions to or omission from the approved design without the prior knowledge and written consent of the Employer. All instructions on variation must have the prior written approval of the Employer before issuance. The Consultant shall inform the Employer of the extent of the cost and time implications before issuing any instructions on variations.

- 4.7 Prepare further sketches, designs, drawings, BIM models and specification prior to the construction of the Works by the Contractor. Any drawings required under this clause shall be issued at no additional cost to the Contractor and the Contractor's sub-contractors and the Employer.
- 4.8 Check the Contractor's claims and advise the Employer on appropriate actions to be taken.
- 4.9 The Consultant has the authority to give orders on behalf of the Employer if such are necessitated by constructional requirements which affect the safety of the Works and site operations, provided the Employer shall be immediately notified thereof.
- 4.10 Where necessary, arrange for and attend to the assessment of the finished quality of the Works under the Construction Quality Assessment System ("CONQUAS") as implemented by the BCA.
- 4.11 Arrange for all necessary inspections required by the relevant authorities.
- 4.12 The Consultant shall, subject to the written approval of the Employer:
- (1) Settle the final accounts with the Contractor and where applicable, the sub-contractors within the time frame in accordance with the construction contract between the Employer and the Contractor. The Consultant shall produce a copy of the final accounts to the Employer.
 - (2) Recommend and certify the final payment to the Contractor and where applicable, the sub-contractors.
- 4.13 Arrange for all necessary inspections and prepare all documents required to facilitate the handing over of the completed Project to the Employer's maintenance agency.
- 4.14 Inspect and list the defects required to be rectified during the Defects Liability Period of the Works. Provide additional drawings where necessary and supervise any remedial works as requested by the Employer during the Defects Liability Period.
- 4.15 The Consultant shall furnish or direct the Contractor to furnish, at no additional cost to the Employer:
- (1) One complete set of as-built drawings in printed form and in computer-drawing file format or one complete set of BIM models in a file format approved by the Employer.
 - (2) One set of tender documents relating to the Project.
 - (3) One set of final design calculations (if any).
 - (4) One set of such other documents as are necessary for maintenance purpose including operation manuals etc.
 - (5) Guarantees, Warranties, etc.
 - (6) Any other document in connection with the Project as required by the Employer's maintenance agency.

- 5 The Consultant shall provide the Employer and the other consultants, at no additional cost, all necessary prints or softcopies required for information and approval during the development of the drawings for the Project. This includes the latest authority-approved plans and documents.
- 6 The Consultant shall work with and consult the other consultants and such other consultants as may be appointed by the Employer from time to time, in the course of discharging the Consultant's duties for the Project.
- 7 (*) The Consultant is hereby designated as the principal consultant and shall be wholly responsible for the planning, co-ordination, reporting and implementation of the Project, and shall be responsible for preparing, monitoring and carrying out the Project according to the approved contract programme. The Consultant shall observe the standard finishings, amenities and floor areas laid down by the Employer and advise the Employer of any contrary proposals for the betterment of the Project.
- 8 (*) The Consultant shall work with and be responsible for the co-ordination of the services to be provided by the (**) Project Manager / the other consultants / the Accredited Checker, the Registered Inspectors and such other consultants as may be appointed by the Employer from time to time, in the course of discharging the Consultant's duties for the Project. The design details, notes, specifications and annotations pertaining to the Project and provided by the Consultant shall give effect to the requirements of the services of such consultants and shall facilitate the discharge of the services to be provided by such consultants to the Employer.
- 9 (*) The Consultant shall be familiar with the provisions of the Contract relating to termination and shall, with the Employer's approval, initiate timely and necessary actions for the eventual termination of the Contract with the Contractor in the event of a default by the Contractor which gives rise to the Employer's right to terminate the Contract, or in any other event where a termination right of the Employer as stipulated in the Contract is exercisable and the Employer wishes to terminate the Contract. Upon the issuance of a notice of termination of the Contract, the Consultant shall manage the security and maintenance of the Project site until the date of resumption of works for the Project by a newly appointed contractor. The Consultant shall plan and coordinate the activities to engage a new Contractor to take over and resume work on the Project with minimal delay.

10 OTHER SERVICES WITHIN THE SCOPE OF SERVICES

- 10.1 *[Agencies to stipulate any other services required from the Consultant that would fall within the scope of services.]*

* Applicable only if the Consultant is designated as the principal consultant. Delete if not applicable.

** Delete as appropriate.

ANNEX B – REMUNERATION OF THE CONSULTANT

1 FINAL PROJECT CONSTRUCTION COST

- 1.1 The Final Project Construction Cost shall be deemed to mean the total cost of all construction works, fixtures and fittings, building services, plants and equipment installed and forming integral parts of the Works, and for which the Architect / Consultant is responsible.
- 1.2 In calculating the Final Project Construction Cost, the following items shall be deemed to be excluded:
- (1) Cost of any equipment or furniture which are not related to building works and for which the Architect / Consultant is not responsible for in their selection or procurement.
 - (2) Payment of fees made to the Architect or any other consultants engaged by the Government and salaries and other payments relating to the site staff as well as the costs of the geotechnical and topographical surveys, models, lithography charges and documentation/printing charges.
 - (3) Any liquidated damages or penalty payable by the Contractor to the Employer in accordance with the Contract executed between the Employer and any Contractor related to the Project.
 - (4) Any sums paid to or by the Contractor in settlement of contractual claims or disputes.
 - (5) Cost of works performed by Statutory Bodies, which do not involve the Consultants.
 - (6) Adjustment for materials price fluctuation and Goods and Services Tax (“GST”) chargeable under the Goods and Services Tax Act 1993 (“GST Act”). The price of materials for the Works and the amount payable for GST for purposes of computing the Final Project Construction Cost shall be based on the price of materials and GST prevailing at the date on which the Works began.
 - (7) CONQUAS assessment fees.
 - (8) Bonus paid or discount deducted from contractor under the Bonus Scheme for Construction Quality (“BSCQ”).
 - (9) Cost of land.
 - (10) Any cost savings arising from Contract variations.

2 ADDITIONAL EXPENSES

- 2.1 In addition to the Consultant's fee stated in Clause 5 of the Agreement, the Employer hereby agrees to reimburse the Consultant the following approved expenses in relation to the Project:
- (1) Expenses actually incurred in connection with the appointment of other specialists not specified in this Agreement, if required.
 - (2) Expenses actually incurred in connection with the commissioning of topographic survey and survey of existing works or services, if required.
 - (3) Expenses actually incurred in connection with subsoil investigations and analysis including boring and drilling tests if required or any other special investigation.
 - (4) Cost of making an architectural model, perspective drawings and any other materials required for publication, if required.
 - (5) Cost of printing tender documents and drawings over and above the stipulations of this Agreement.
 - (6) Cost of engaging site staff to provide supervision of the construction works.
 - (7) Overseas travelling and hotel expenses and other similar disbursements in respect of any employee, site staff, or sub-consultant of the Consultant acting on the instructions and at the written request of the Employer for consultation or any other purposes connected with the Project. The class of flight and accommodation shall be specified by the Employer, if required.
 - (8) Expenses for deploying Consultants' employees, site staff, or sub-consultants for supervision of off-site manufacturing of materials as deemed necessary by the relevant authorities. The class of flight and accommodation shall be specified by the Employer, if required.
 - (9) 50% of Pandemic Compliance Costs. For the purposes of this Paragraph 2.1(9), "Pandemic Compliance Costs" means costs incurred by the Consultant in relation to the Project to comply with prevailing laws and regulations in respect of a Pandemic Outbreak, but excluding (i) all costs reimbursed to the Consultant under any other provision of this Agreement, and (ii) all costs in respect of which the Consultant receives or will receive or is eligible to receive any government or statutory relief or subsidy.
- 2.2 The Consultant shall obtain prior written approval from the Employer on the above or other works / services in connection with the Project which the Consultant intends to recover the expenses.
- 2.3 For the avoidance of doubt, the processing fees charged by the relevant authorities for obtaining approvals do not form part of the remuneration of the Consultant and the Employer will pay such fees directly to the relevant authorities.

3 REMUNERATION FOR PROJECT PROLONGATION

3.1 Project Prolongation Arising From a Pandemic Outbreak

- (1) For the purposes of Clause 5(4) of the Agreement, the formula for computing the Consultant's remuneration by the Employer for the Pandemic Outbreak EOT Duration shall be as follows:-

$\left[\left(\begin{array}{l} \text{Estimated} \\ \text{equal} \\ \text{monthly} \\ \text{payment of} \\ \text{the entire} \\ \text{Construction} \\ \text{Stage under} \\ \text{Annex C} \end{array} \right) \times \begin{array}{l} \text{Pandemic} \\ \text{Outbreak} \\ \text{EOT} \\ \text{Duration} \end{array} \right] - \begin{array}{l} \text{Any relevant} \\ \text{government or} \\ \text{statutory relief /} \\ \text{subsidy received by} \\ \text{Consultant due to} \\ \text{Pandemic Outbreak} \\ \text{in relation to the} \\ \text{Project} \end{array} \right] \times 50\%$

3.2 Project Prolongation due to Delay in Construction Works (excluding delay due to a Pandemic Outbreak)

- (1) For the purposes of Clause 5(5) of the Agreement, the formula for computing the Consultant's remuneration by the Employer for the Remuneration Period for Delay shall be as follows:-

$\left(\begin{array}{l} \text{Estimated} \\ \text{equal} \\ \text{monthly} \\ \text{payment of} \\ \text{the entire} \\ \text{Construction} \\ \text{Stage under} \\ \text{Annex C} \end{array} \right) \times \begin{array}{l} \text{Remuneration} \\ \text{Period for} \\ \text{Delay} \end{array} \right) \times 50\%$
--

ANNEX C – PAYMENT SCHEDULE (for non-CORENET X projects)

1.0 Interim payments to the **Architect** shall be made upon the completion and acceptance by the Employer of the items of Services provided as set out below: -

	Description of Items of Services	%
1	Preliminary Design stage (total 15%)	
1.1	Complete site Investigation	1.5
1.2	Upon completion and submission of preliminary Architectural design and presentation to the Employer	3
1.3	Obtain approval from the Employer on preliminary Architectural design and presentation <i>[Note: This sub-stage is deemed payable once planning approval submission under Stage 2.1 is made to the Authorities]</i>	3
1.4	Equal monthly payments^	7.5
2	Design Stage (total 35%)	
2.1	Submit Planning Approval	1.25
2.2	Obtain Planning Approval	1.25
2.3	Develop and submit schematic architectural design drawings to the Employer	3.75
2.4	Obtain Employer's approval for design development drawings <i>[Note: This sub-stage is deemed payable once technical submission under Stage 2.5 is made to the Authorities]</i>	3.75
2.5	Make submission to relevant technical departments (for architectural works) for clearance	2.5
2.6	Obtain clearance from relevant technical departments (for architectural works) <i>[Note: Agencies can pay partially if clearance has been obtained from some technical departments.]</i>	2.5
2.7	Obtain Building Plan approval	2.5
2.8	Equal monthly payments^	17.5
3	Tender Stage* (total 15%)	
3.1	Issue finalised design development drawings, specifications and other tender documents to the respective consultants for their preparation of their respective detailed designs and schedule of works / Bills of Quantities	2.5
3.2	Upon calling of tenders <i>[Note: This sub-stage is deemed payable once tender is called. Issuance of any corrigendum should not delay the payment for this stage.]</i>	2.5
3.3	Evaluate tenders and make recommendations for award	1.5
3.4	Upon award of tenders	1

3.5	Equal monthly payments [^]	7.5
4	Construction Stage (total 25%)	
4.1	Contract supervision, site supervision, progress documentation, work measurement, variations control and evaluation:	
a	Based on equal monthly payments [^]	12.5
b	Based on proportion of progress payment of the Works	10
c	Based on progress of finalisation of Variation Orders / Adjustment to Contract Sum / Loss & Expense / EOT claims	2.5
5	Post Construction Stage (total 10%)	
5.1	Upon substantial completion and obtain Temporary Occupation Permit (TOP)	2.5
5.2	Settle Final Accounts	2.5
5.3	Verifying defects rectification and submission of documents (warranties, manuals, as-built drawings, etc)	2.5
5.4	Obtain Final Completion Certificate (for all projects) and Certificate of Statutory Completion (CSC) (only if CSC is applicable)	2.5
	Total % Fee	100

* Fees for this stage to be apportioned (e.g. by value of contract) according to each tender when the project involves multiple contracts and subcontracts (e.g. substructure, main building and NSCs tenders etc).

[^] “equal monthly payments” shall refer to payments of a sum on a monthly basis for the Project from Stages 1 to 4 above, such sum to be computed based on the amount of fees payable in connection with the Agreement under item 1.4, 2.8, 3.5 or 4.1(a) (as the case may be) divided equally by the number of months over which the relevant stages of the Project is scheduled to be completed as set out in the Employer’s Requirements. The calculation of such “equal monthly payments” shall not take into account any extension of time that may be granted by the Superintending Officer under the Contract, or under any applicable laws, unless otherwise agreed in writing between the Employer and the Consultant. No monthly payments will be made to the Consultant during such periods of extension.

2.0 Should there be any over payment of fees to the Consultant pursuant to the payment schedule when the Final Project Construction Cost referred to above is ascertained, the Consultant shall refund the Employer the amount overpaid not later than twenty-one (21) days after notice in writing has been given to the Consultant of such over-payment.

Notes:

- 1 Prior to the award of the construction tender(s), Estimated Construction Cost (without contingency sum) will be used to compute fees up to Stage 3.5. Upon award of the construction tender(s), the fees paid up to Stage 3.5 and from stage 4 onwards shall be adjusted and computed based on the Approved Construction Cost (without

contingency sum). For the avoidance of doubt, when the Final Project Construction Cost is ascertained, the fees for all stages shall be adjusted and computed based on the Final Project Construction Cost.

- 2 In the case of considerable duration between milestones, partial payment may be allowed to be made for part of the Services that have been completed and accepted by the Employer, subject to the Employer's discretion.
- 3 In the case of termination, the full fees will be payable for Items of Services that have been completed and accepted by the Employer. For Items of Services for which work has been done prior to the notice of termination but which have not been completed and accepted by the Employer, the Employer shall determine the value of and pay the Consultant according to the work done.

ANNEX D – ADJUSTMENT OF FEE

- 1 The following rates are applicable for the computation of adjustment of fee payable for additional or reduction of services rendered by the Consultant.

By designation as follows:

- a) Associate Director & above
\$ 3,000 *per day*
 - b) Senior Professional Staff (e.g. ≥ 10 years of experience as a professional)
\$ 2,200 *per day*
 - c) Professional Staff (e.g. < 10 years of experience as a professional)
\$ 1,700 *per day*
 - d) Technical Staff
\$ 700 *per day*
- 2 All other costs and expenses arising from the services rendered (including subsistence allowance, air travel, courier / communication, computer time, plans and report printing, overheads, CPF contribution by the employer, insurance, SDF levy payroll tax, time spent by administrative and clerical supporting staff and all other incidental costs) shall be deemed as included in the above items.
 - 3 Time spent by the Consultant for the supervision of additional works shall be deemed not chargeable.
 - 4 The fee adjustment payable for additional or reduction of services of less than 1 day shall be computed based on half of the daily rate.

[SAMPLE COPY]

REGISTERED POST

[Ref]

[Date]

[Consultant]

Dear Sir

**LETTER OF ACCEPTANCE
CONSULTANCY SERVICES FOR [PROJECT TITLE]**

I am pleased to inform you that [state name of the user – Government of the Republic of Singapore c/o name of Ministry/Statutory Board] has decided to appoint you as the Consultant to provide Architectural / Civil and Structural / Mechanical and Electrical / Quantity Surveying* Services for the above project.

2 The fees payable and the terms and conditions of your appointment shall be in accordance with the Agreement for Consultancy Services, a copy of which is attached.

3 A formal set of the Agreement for Consultancy Services shall be executed between you and [state name of the user – Government of the Republic of Singapore c/o name of Ministry/Statutory Board] in due course.

4 The Agreement for Consultancy Services shall come into force on the date of this letter.

** Delete whichever is non-applicable*

5 This letter is sent to you in triplicate. Please return the original and duplicate duly signed and witnessed where indicated and retain the copy.

Yours faithfully

[Approving Authority of User Ministry/Statutory Board]

bc
Project Manager

enclosure

The undersigned hereby acknowledges receipt of the above letter, a copy of which has been retained.

_____ Name and Signature of Consultant	_____ Name and Signature of Witness to Consultant's Signature
Address: _____ _____ _____	Address: _____ _____ _____
Date: _____	Date: _____

_____ Name and Signature of Consultant (another member of Consortium, if applicable)	_____ Name and Signature of Witness to Consultant's Signature
Address: _____ _____ _____	Address: _____ _____ _____
Date: _____	Date: _____